

Sealed and Delivered by the within named Robert Atkinson (the parchment being first duly stamped) in the presence of us.

JOHN PARKINSON.
LYDIA HALL.
Sworn.

Received the Day and Year first within written of and from the within named Thomas Atkinson the Sum of One Hundred and Forty Pounds being the full consideration Money within mentioned to be paid by him to me I say received the same by me
Witness

JOHN PARKINSON.
LYDIA HALL.

ROBERT ATKINSON.

A. RAISTRICK.
LINTON,
SKIPTON,
YORKS.

Dated 16th October 1775.

ROBERT ATKINSON
TO
THOMAS ATKINSON.

} Mortgage of House, Cottage, Garden and Tann House, with Meadows called Brig flatts and Open Crofts. One Beastgate on Butterhaw in West Malham.

A Memorāal of the within written Deed was registered at Wakefield the Second Day of March Seventeen Hundred and Seventy Six near Twelve at Noon in Book BY page 50 and Number 67.

J.W. Topham. Dept. Reg.

16th October 1775.

ROBERT ATKINSON

TO

THOMAS ATKINSON

Mortgage of House, Cottage, Garden and Tann House, with Meadows called Brig flats and Open Crofts. One Beastgate on Butterhaw in West Malham.

THIS INDENTURE made the Sixteenth Day of October in the Year of our Lord One thousand seven hundred and seventy five and in the Fifteenth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth BETWEEN Robert Atkinson of Malham in the parish of Kirkby Malhamdale in the County of York Tanner and Thomas Atkinson the Elder of Malham aforesaid Yeoman of the other part Witnesseth that for and in Consideration of the Sum of One Hundred and Forty Pounds of lawful Money of Great Britain to the said Robert Atkinson in hand well and truly paid by the said Thomas Atkinson on at or before the Sealing and Delivery of these presents the receipt and payment whereof he the said Robert Atkinson doth hereby acknowledge and confess and thereof and of and from every part and parcel thereof Doth acquit release and discharge the said Thomas Atkinson his Executors Administrators and Assigns and every of them for ever by these presents And for securing the repayment of the said sum of One Hundred and Forty pounds and Interest in such manner as is hereinafter provided He the said Robert Atkinson hath Demised Granted Bargained Sold Assigned and set over and by these presents Doth Demise Grant Bargain Sell Assign and set over unto the said Thomas Atkinson his Executors Administrators and Assigns all that Messuage or Dwelling House wherein the said Robert Atkinson doth now inhabit and dwell with one Barn Stable and other convenient Outbuildings thereto adjoining and belonging also one Cottage House adjoining the said Messuage House at the South end thereof One Garth or Garden and one Croft lying on the Backside of the said Messuage House And also all that Tann House with the Tann Yard and Croft thereto adjoining One Close or Inclosure of Arable or Meadow Ground lying on the South side of the said Tann House called or commonly known by the name of the Brigflatts containing by estimation Three Roods of Land or thereabouts be it more or less one other close or parcel of Inclosed Arable or Meadow ground called or commonly known by the name of the Open Crofts containing by estimation one Acre of Land or thereabouts be it more or less and one Beastgate or Cattle-gate or Herbage grassing and pasture for one full made Beast to go feed graze lye and depasture in upon and throughout all that stinted pasture called or commonly known by the name of Butter Haw with the proportionable part of the Ground and Soil of the said pasture to the said Beastgate or Cattle-gate thereupon belonging All which said premisses are situate lying and being within the Town Township precincts and Territories of that part of Malham aforesaid called West Malham and are now in the possession of the said Robert Atkinson his Tenants or Assigns and also all other the Messuages Barns Buildings Lands Closes Cathegates Hereditaments and premisses of him the said Robert Atkinson situate lying and being within the Township of Malham aforesaid And also all and all manner of Tythes of Corn Grain and Hay and all Tythes of Wool and Lamb and other Tythes of what nature kind or quality soever Yearly arising renewing or increasing or which shall arise renew or increase of in upon or out of the aforesaid premisses every or any part thereof And also of in and to all Oblations and Obventions of what nature kind or quality soever due or to be due out of the aforesaid premisses every or any part thereof to the rectory or parsonage impropriate of the parish of Kirkby in Malhamdale aforesaid Together with all and singular Houses Outhouses Edifices Buildings Folds Yards Backsides Steerrooms Dunghillsteads Otechards Gardens Tofts Crofts Ways paths passages waters watercourses watering places Hedges Ditches Walls Fences Trees Woods Underwoods Commons Common of pasture Turbary Easements profits priviledges Advantages Emchements Hereditaments and Appurtenances whatsoever to the said hereby Demised and Granted premisses every or any part thereof belonging or in any way appertaining or accepted reputed had taken or known to be as part parcel or member thereof or incident appendant or appurtenant thereunto And the Reversion and Reversion

Reversions remainder and remainders rents Issues and profits thereof and of every part and parcel thereof And all the Estate Right Title Interest Term and Terms of Years property possession Claim and Demand whatsoever both at Law and in Equity of him the said Robert Atkinson of into or out of the said premises or any part or parcel thereof Together with all Deeds Evidences and Writings whatsoever relating thereto or to any part thereof now in the power or Custody of the said Robert Atkinson or which he can procure get or come at without suit in Law or Equity To have and To hold the said Messuage or Dwelling House Cottage Barn Stable Tannhouse and other the Buildings Lands Closes Beestgates or Cattlegates and all and singular other the Hereditaments and premises hereinbefore mentioned to ne hereby Demised and Granted and every part and parcel thereof with their and every of their Appurt-enances unto the said Thomas Atkinson his Executors Adminstrators and Assigns from the Day next before the Day of the Date of these presents for and during and unto the full end and term of Nine Hundred years from thence next ensuing and fully to be complete and ended without Impeachment of or for any manner of Waste Yielding and paying therefore yearly during the said Term unto the said Robert Atkinson his Executors Adminstrators or Assigns at or upon the ffeast Day of Saint Michael the Arch Angel the rent of one Pepper Corn if the same shall be lawfully Demanded Provided always nevertheless and these presents are upon this express Condition and it is the true intent and meaning hereof and of the said partys hereunto that if the said Robert Atkinson his Heirs Adminstrators or Assigns or any of them shall and do well and truly pay or cause to be paid the said Thomas Atkinson his Executors Adminstrators or Assigns the full sum of One Hundred and Forty Pounds of Lawfull Money of Great Britain with Interest for the same after the rate of Four pounds Five shillings for One Hundred Pounds for one years upon the sixteenth Day of April next ensuing the Date of these presents without any Deduction or abatement out of the same or any part thereof for or in respect of any Taxes Charges Assessments or other matter cause or thing whatsoever already Taxed Charged or imposed or hereafter to be taxed charged or imposed upon the said premises or any part thereof by authority of Parliament or otherwise That then and in such Case and at all times thenceforth this present Indenture and all the Estate and Term of Years hereby granted and every Clause and sentence herein contained shall cesse determine and be utterly void to all intents and purposes And that then or at any Time afterwards he the said Thomas Atkinson his Executors Adminstrators or Assigns shall and will at the request Costs and Charges of the said Robert Atkinson his Heirs Executors Adminstrators or Assigns reconvey and Assign or cause to be reconveyed and Assigned all and every the said hereby Demised and Granted premises with the Appurtenances and all his and their respective estate and estates and Interest therein unto The said Robert Atkinson his Executors Adminstrators or Assigns or to such other person or persons as he or they shall in Writing for that purpose direct and appoint free from all Incumbrances whatsoever by him the said Thomas Atkinson his Executors Adminstrators or Assigns made done or committed anything herein contained to the contrary thereof in any wise notwithstanding And the said Robert Atkinson for himself his Heirs Executors and Adminstrators Doth Covenant promise and agree to and with the said Thomas Atkinson his Executors Adminstrators and Assigns by these presents up manner following (that is to say) That he the said Robert Atkinson his Heirs Executors Adminstrators or Assigns shall and will well and truly pay or cause to be paid to the said Thomas Atkinson his Executors Adminstrators or Assigns the said Sum of One Hundred and Forty pounds with Interest for the same after the rate of four pounds and five shillings for One Hundred Pounds for one Year on the said Sixteenth Day of April next ensuing the date hereof without any deductio to be made thereout as aforesaid according to the purport of the aforesaid proviso and the true untent and meaning of these presents And also that it shall and may be lawful to and for the said Thomas Atkinson his Executors Adminstrators and Assigns and every of them from Time to Time and at all times from and after the Default shall happen to be made in payment of the said sum of One Hundred and Forty Pounds and Interest as aforesaid or any part thereof contrary to the tenor true intent and meaning of the aforesaid proviso and Covenant for payment of the same peaceably and quietly to have hold use occupy possess and enjoy all and every singular the said Messuage or Dwelling House Cottage Barn Tann

house and other the Buildings Lands Closes Beastgates or Cattlegates and other the Hereditaments and premisses hereinbefore Demised and granted or mentioned or intended to be mentioned and every part and parcel thereof with the Appurtenances and the Rents Issues and profits thereof to receive and take to his and their own Use and Uses for and during the residue and remainder of the said Term of Nine Hundred Years which shall be then to come and unexpired without any lawfull Lett Suit Trouble Interruption Eviction or Disturbance of or by him the said Robert Atkinson his Heirs Executors Administrators or Assigns or any other person or persons whomsoever And that free and clear and freely and clearly acquitted and discharged or otherwise by the said Robert Atkinson his Heirs Executors or Administrators well and sufficiently saved defended kept harmless and Idemnified of from and against all and all manner of former and other Gifts Grants Bargains Sales Mortgages Jointures Dowers and Titles of Dower Estates Titles Trusts Charges and Incumbrances whatsoever had made done committed occasioned or suffered to be had made done committed occasioned or suffered by the said Robert Atkinson his Heirs Executors Administrators or Assigns or by any other person or persons whomsoever (The reserved rent to become due and payable to the Chief Lord or Lords of the said fee or fees of the said premisses only Excepted and foreprized) And further that he the said Robert Atkinson his Heirs Executors Administrators and Assigns and all and every other person or persons now having or lawfully claiming or which shall or may at any Time hereafter have or lawfully claim any Estate Right Title Trust or Interest of into or out of the said Messuage or Dwelling House Cottage Barn Stable Tannhouse and other Buildings Lands Closes Tenements Beastgates or Cattlegates and all and singular other the Hereditaments and premisses hereinbefore mentioned to be hereby Demised and Granted or any of them or any part or parts thereof by from or under the said Robert Atkinson shall and will from Time to Time and at all Times from and after default shall happen to be made in payment of the said Sum of One Hundred and forty pounds and Interest as aforesaid or any part thereof contrary to the aforesaid proviso and the true intent and meaning of these presents upon the reasonable request of the said Thomas Atkinson his Executors Administrators or Assigns but at the proper costs and charges in the Law of the said Robert Atkinson his Heirs Executors or Administrators make do Levy execute acknowledge and suffer or cause and procure to be made done levied executed acknowledged and suffered all and every such further and other lawfull and reasonable Act and Acts Thing and Things Devices Conveyances Assignments and Assurances in the Law whatsoever for the further better more perfect and absolute Granting Assuring Assigning and Conveying of the said Messuage or Dwelling House Cottage Barn Stable Tannhouse and other the Buildings Lands Closes Tenements Beastgates or Cattlegates and all and singular other the Hereditaments and premisses hereinbefore mentioned to be hereby Demised and Granted and every part thereof with the Appurtenances unto the said Thomas Atkinson his Executors Administrators and Assigns for and during the residue and remainder of the said Term of Nine Hundred Years which shall be then therein yet to come and unexpired without impeachment of Waste Discharge of and from the aforesaid Proviso or Agreement for redemption of the said premisses or any equity of redemption thereupon As by the said Thomas Atkinson his Executors Administrators or Assigns or his or their Council learned in the Law shall be reasonably advised or devised and required And lastly it is hereby Declared and Agreed by and between the said partys to these presents that in the mean time and until Default shall happen to be made in payment of the said Sum of One Hundred and forty pounds and Interest as aforesaid or some part thereof contrary to the aforesaid proviso and the true intent and meaning of these presents It shall and may be lawfull to and for the said Robert Atkinson his Heirs Executors Administrators Renants and Assigns peaceably and quietly to have hold use occupy possess and enjoy all and singular the said hereinbefore Demised and Granted premisses and every part thereof with the Appurtenances and the Rents Issues and profits thereof to receive and take to his and their own Use and Uses without the lawful Lett Suit Trouble Interruption Eviction or Disturbance of the said Thomas Atkinson his Executors Administrators or Assigns or any of them In Witness whereof the said partys to these presents have hereunto interchangeably set their hands and Seals the day and Year first above written.